

3990

Revised

6/30/2000

**AGREEMENT
SWARTZ CREEK SUPERVISORS ASSOCIATION**

SECTION NO. 1 - AGREEMENT

This Agreement is made this 1st day of July, 1997, between the City of Swartz Creek, a Municipal Corporation, hereinafter referred to as the "Employer" and the Swartz Creek City Supervisor's Association, hereinafter referred to as the "Association."

(Note: The headings used in this agreement neither add to, nor subtract from the meanings, but are for references only.)

PURPOSE AND INTENT: the purpose of this agreement is to set forth terms and conditions of employment; to promote orderly and productive labor relations between the Employer and the Association.

SECTION NO. 2 - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the sole, exclusive representative for the purposes of collective bargaining in respects to the rates of pay, wages, hours of employment and other conditions of employment during the term of this Agreement for those Association members including:

All supervisory positions as certified in MERC case number R-76L-541 as follows:

- UNIT I - City Clerk, City Treasurer, Assessor, Finance Officer, excluding the City Manager, Police Chief, Department of Public Services Director.
- UNIT II - Police Sergeant, Code Enforcement Officer, Public Services Foreman, Deputy Finance Officer, and all other deputies, excluding the City Manager.

The above language is not intended to limit additions or deletions from UNIT I or II by mutual agreement.

The Employer and the Association shall continue to be autonomous as certified by MERC (See paragraphs above) and may bargain separately and/or individually in any future negotiations when requested by either said Employer or Association.

SECTION NO. 3 - MANAGEMENT RIGHTS

The City of Swartz Creek, on behalf of the electors of the City of Swartz Creek, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and generality of the foregoing, the right:

1. Of exclusive management and control of the governmental system, its property, facilities, operations, and affairs.
2. To hire employees, determine their qualifications, conditions of employment, dismissal, demotion, suspension, or layoff; to determine the number and scheduling of all employees; to promote or transfer all employees; to

Swartz Creek, City of

- determine the size of the working force; and to assign duties to, and to direct, all employees;
3. To make and change rules and regulations not inconsistent with the terms and provisions of this agreement.
 4. To determine services, supplies and equipment; to determine all methods and means of distributing, dissemination or selling its services, methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.
 5. To subcontract the performance of services, but not to erode the work force.
 6. To determine the number and location or relocation of its facilities.
 7. To determine all financial practices and policies, including all accounting procedures, and all matters pertaining to public relations of the City of Swartz Creek.
 8. To determine the size of the management organization, its functions, authority, amount of supervision and table or organization.

The reasonable and responsible exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the City of Swartz Creek, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the United States.

SECTION NO. 4 - ASSOCIATION DUES, INITIATION FEES AND SERVICE FEES - PAYMENT BY CHECK-OFF

- (a) Employees may tender an initiation fee and monthly membership dues by signing the Authorization for Check-Off of dues form, provided by the Association. During the life of this agreement and in accordance with the terms of the Authorization of Check-Off of Dues form, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Association membership dues levied in accordance with the membership vote of the Association from the pay of each employee who executes or has executed the Authorization for Check-Off of Dues form as shown in paragraph (g) of this section.
- (b) **When Deductions Begin**

Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay following thirty (30) days employment and from each pay period thereafter.
- (c) **Remittance of Dues to Financial Officer**

Deductions pursuant to paragraph (b) above shall be remitted to the designated financial officer of the Association with a list of whom dues have been deducted from as soon as possible after the first day of the following month.

(d) Termination of Check-Off

An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Association will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

(e) Disputes Concerning Membership

Any dispute arising as to an employee's membership in the Association shall be reviewed by the designated representative of the Employer and a representative of the Association, and if not resolved may be decided at the STEP TWO of the grievance procedure.

(f) Limit of Employer's Liability

The Employer shall not be liable to the Association by reason of the requirements of this agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employees.

The Association shall protect and save harmless the Employer from any and all claims, demands, suit, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this section.

(g)

SWARTZ CREEK CITY SUPERVISOR'S ASSOCIATION	
Swartz Creek, Michigan 48473	Effective Date _____
To: City of Swartz Creek, Payroll Department	
From: _____	
I hereby request and authorize you to deduct from my earnings every two weeks an amount sufficient to provide for the regular payment of current rate of Association dues estimated by the Swartz Creek City Supervisor's Association. The amount shall be certified by the Association and any change in such amount shall be certified by the Association and any change in such amount shall be so certified. The amount deducted shall be paid to the Secretary-Treasurer of the Association on a monthly basis.	
<input type="checkbox"/> Regular Membership	<input type="checkbox"/> Agency Shop Fee
Street Address _____	
City-State-Zip Code _____	
Member's Signature _____	

SECTION NO. 5 - ANNUAL SALARIES AND JOB DESCRIPTIONS

- (a) The updated job descriptions dated July 1, 1994 approved by the Employer and Association will remain in force during the life of this Agreement, and may be further updated by the Employer and the Association by mutual agreement.
- (b) It is hereby agreed the annual rate of members of the Bargaining Unit effective from and after July 1, 1997 shall be as follows:

Assessor - Level III	\$38,975.00
Clerk	\$35,475.00
Treasurer	\$34,475.00
Chief of Police	\$42,375.00
Director of Public Services	\$46,175.00
Sergeant	\$36,552.00
Foreman	\$ Vacant

- 1. The annual rate of each member of the bargaining unit as of July 1, 1998 shall be negotiated between the parties during the fiscal year commencing July 1, 1997. It is agreed that this agreement shall be reopened for the purpose of negotiating wages, and no other subject matter shall be negotiable.
- 2. The annual rate of each member of the bargaining unit as of July 1, 1999 shall be negotiated between the parties during the fiscal year commencing July 1, 1998. It is agreed that this agreement shall be reopened for the purpose of negotiating wages, and no other subject matter shall be negotiable.
- 3. It is agreed that in the event that the positions of deputies to any member of the bargaining unit or Police position above the rank of sergeant are filled that the annual rate of such positions shall be negotiated between the parties.
- 4. It is agreed that the wage scale provided above applies to present members of the bargaining unit and that in the event a vacancy occurs the Employer reserves the right to fill such vacancy at whatever beginning rate the Employer may so determine.

SECTION NO. 6 - COMPENSATORY TIME/OVERTIME

- (a) In lieu of overtime each supervisor position named herein, except the Police Sergeant and the Department of Public Services Foremen, may receive compensatory time off upon application to the City Manager who may grant or deny such request at his discretion. Nothing contained herein relative to compensatory time off shall operate or be interpreted to create a vested right to compensatory time off or to accumulate such time.
- (b) The Department of Public Services Foreman shall receive overtime pay at the rate of time and one-half for all hours worked in excess of their regular eight (8) hour shift during the normal work week and to further include designated holidays and weekends.
- (c) the Police Sergeant's scheduling will be based on a forty (40) hour week, and at the discretion of the Chief of Police, be calculated at either five/eight hour days, or four/ten hour days. If the need arises, shifts may be split so long as they conform to either the five/eight hour, or four/ten hour work week. The Police Sergeant shall

receive overtime pay at the rate of time and one-half of all hours worked in excess of his/her regular assigned weekly shift, being either eight, or ten hours, whichever is applicable. Holiday reimbursement for hours not worked, will be limited to eight hours at regular rate.

- (d) In the event they are required to work on Holidays, holiday pay at time and one-half times their regular rate shall be paid for all hours worked.

SECTION NO. 7 - LONGEVITY PAY

- (a) Only full time seniority employees may be eligible for longevity pay pursuant to this section. In order to become eligible for the first level of longevity pay and subsequent higher levels, an employee must have a full five (5), eleven (11), or sixteen (16) years of service by January 1 of the year in which the longevity is to be paid.

- (b) Longevity pay will be paid according to the following schedule of Longevity Percentages based on the employee's seniority date as of January 1 of the year in which the longevity is to be paid:

5 to 10 years	2%
11 to 15 years	4%
16 years and over	6%

- (c) Longevity pay in the amount of the "Longevity Pay Amount" will be paid once a year, by separate check, on the last day in October. Such annual longevity pay shall be paid for the Service Period. The Service Period shall be the period from October 1 of the preceding calendar year to and including September 30 of the year in which the longevity pay is to be paid; except that in the case of an employee who dies, retires or resigns during the Service Period, such employee's Service Period shall be equal to the period from October 1 of the preceding calendar year to and including the date of such employee's death, retirement, or resignation.

- (d) The longevity Pay Amount for each employee shall be equal to and determined by the following formula:

"Longevity Pay Amount" =

$$\frac{\text{Month in Service Period}}{12} \times \frac{\text{Employee Gross Pay Per W-2 for the Previous Calendar Year}}{12}$$

SECTION NO. 8 - VACATIONS

- (a) An employee will earn credit towards vacation with pay in accordance with the following schedule during the calendar year for use after January first of the following calendar year.

<u>Completed</u>	<u>Years Service</u>	<u>Earned Per Month</u>	<u>Annual Maximum</u>
	1 - 5	5/6 day	10 days

5 - 15	1 1/4 days	15 days
16	1 1/4 days plus 1 additional day	16 days
17	1 1/4 days plus 1 additional day	17 days
18	1 1/4 days plus 1 additional day	18 days
19	1 1/4 days plus 1 additional day	19 days
20	1 1/4 days plus 1 additional day	20 days

- (b) Employees who are entitled to a fourth week of vacation may receive payment in lieu of vacation for that period, if at the discretion of the Employer the vacation cannot be granted. These employees will be notified within ten (10) working days of their request for the fourth week of vacation, whether it will be granted in the form of vacation or in payment in lieu of vacation.
- (c) Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employee and efficient operation of the city. An employee will receive written explanation for any denial of vacation.
- (d) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- (e) A vacation may be waived by an employee and the Employer by mutual agreement and extra pay received for work during that period provided; however, said payment is limited to two (2) week in lieu of.
- (f) If an employee becomes ill and is under the care of a duly licensed physician prior to his vacation, his vacation will be re-scheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.
- (g) If a regular pay day falls during an employee's vacation, during which vacation the employee will be off from work at least a minimum of forty (40) consecutive hours of vacation, excluding days off, the employee shall receive that paycheck in advance; provided, however, the employee has notified (in writing) the City at least thirty (30) days in advance of the date of the payday falling within the employee's vacation.
- (h) If an employee is terminated, laid off, retires, resigns with proper notice (two weeks), or in the event of death of employee he/she will receive any unused vacation credit including that accrued in the current calendar year.
- (i) Employees will be paid their current salary based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this agreement.
- (j) Employees may accumulate one (1) week of their annual earned vacation.

SECTION NO. 9 - HOLIDAY PROVISIONS

- (a) The paid holidays are designated as a full day, New year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, December 24th, Christmas Day, December 31st, and the employee's Birthday respectively. Employees will be paid their current salary based on a regular day for said holidays.
- (b) Should a holiday fall on Saturday, Friday shall be considered as a holiday. Should a holiday fall on Sunday, Monday shall be considered as a holiday.

SECTION NO. 10 - SICK/ACCIDENT COVERAGE

- (a) A sick and accident insurance policy will be provided to each salaried employee which shall provide for coverage commencing on the first day of hospitalization, or first day of an accident or on the eighth consecutive day of sickness. Benefits will be paid in the amount of sixty (60%) percent of the employee's gross biweekly salary. Such sick and accident coverage will be provided without cost to the employee and an employee while on sick leave will be eligible for all other benefits provided by this agreement; provided however, such benefits shall be determined upon the basis of the employee's rate of pay at the time of the inception of sick leave. Increases in salary as provided by this contract shall not operate to increase sick and accident benefits unless and until the employee shall have worked following the effective date of any such increase..
- (b) Should the city be unable to purchase the sick and accident insurance policy outline in paragraph (a) the benefit will be renegotiated with the unit.

SECTION NO. 11 - ABSENT LEAVE

- (a) The employee will be allowed to be absent from work ninety-six (96) hours during the calendar year. Such leave will be credited to the employee on January first of each calendar year. Absent leave will be pro-rated on all new hires and terminations at the rate of one (1) day (8 hours) per calendar month of service.
- (b) The use of such absent leave for purposes other than sickness may not be for less than one (1) hour nor more than sixteen (16) consecutive hours or twenty (20) consecutive hours based on an 8 or 10 hour shift. Further, such leave shall not be used to precede or extend vacation leaves; provided however, such leave may be used to round off any fraction of a vacation day.
- (c) Such absent leave may be used as sick leave; however, in the event such use exceeds twenty-three (23) consecutive working hours, the employee, prior to returning to work, may be required to submit a medical report indicating that the employee has sought medical care and is able to resume his duties and responsibilities. Employees absent due to illness shall give notice to their immediate supervisor of such illness and shall give said supervisor reasonable continuing information relative to the expected length of such absence.
- (d) Absent leave may not be accumulated. Each employee shall be paid, upon the first pay period of January of each year, the value of unused absent leave as of December 31 of each preceding year up to and including a maximum of seventy-two (72) hours. The value of the number of hours of unused absent leave days shall be equal to an hourly rate, determined by dividing the employees annual rate by 2080 hours, times the number of unused hours of absent leave. Unused annual leave shall be paid upon the death, resignation, retirement, or termination of an employee on a pro-rated basis.

SECTION NO. 12 - EDUCATION LEAVE OR ABSENCE LEAVE FOR VETERANS

- (a) Employees who are in a branch of the Armed Forces, Reserve or National Guard, will be paid the difference between the reserve pay and their regular pay with the units

when they are on full time active duty in the Reserve or National Guard; provided, proof of service and pay are submitted to a maximum of two (2) weeks per year.

SECTION NO. 13 - LEAVES OF ABSENCE

- (a) Prolonged Illness in Immediate Family.

An employee may be granted a leave of absence, as stipulated in the Family and Medical Leave Act. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Spouse, Son, Daughter, Mother-In-Law, Father-In-Law, Grandparents, or a member of the employee's immediate household. Such leave will be without pay.

- (b) Personal Leave.

A written request stating bona fide reasons for a personal leave of absence shall be granted to an employee for a period not to exceed thirty (30) days. Such leave will be without pay.

- (c) Educational Leave.

Employees who have acquired two or more years of service, and who desire to further their education in line with their employment, may be granted a leave of absence not to exceed two (2) years. The entire period covered by such leave must be used in attending school.

SECTION NO. 14 - FUNERAL LEAVE

- (a) Funeral leave hours pursuant this section are for the express purpose of arrangements and attendance at funeral. Approved leave hours pursuant to this section shall not be deducted from the employee's absent or vacation leave unless such deduction is specifically provided for.
- (b) An employee shall be allowed to be off from work a maximum of thirty-two (32) consecutive hours with pay, per death, beginning with the day of death and terminating with the day of funeral, as funeral leave, for a death in the immediate family. The immediate family is defined as: The employee's Mother, Father, Brother, Sister, Spouse, Son, Step-son, Daughter, Step-daughter, Grandparents, Grandparents of employee's spouse, Mother-In-Law, Father-In-Law, or a member of the employee's immediate household.
- (c) Employees shall be allowed to be off from work the time necessary, up to a maximum of eight (8) hours with pay, to attend the funeral of a relative. Relative is defined as: The employee's Uncle, Aunt, Grandson, Granddaughter, Daughter-In-Law, Son-In-Law, Brother-In-Law, Sister-In-Law, Niece or Nephew.
- (d) One employee selected to be a pallbearer of a deceased employee will be allowed to be off from work the time necessary, up to a maximum of eight (8) hours with pay, to attend the funeral.
- (e) The Association Chairperson shall be allowed to be off from work the time necessary, up to a maximum of eight (8) hours with pay for the exclusive purpose of attending the funeral of a member of the Swartz Creek City Council or a member of the Association.

- (f) In the event a funeral for a member of the employee's immediate family or relative is held at a location 150 miles or more from the City of Swartz Creek, two (2) travel days are deducted from the employee's absent, compensatory time, or vacation leave. In the event the employee does not have either absent, compensatory time, or vacation leave, travel days may be authorized without pay.
- (g) In the event of a funeral for persons not mentioned above, the employee may be authorized the use of absent or vacation leave for the purpose of attending the funeral.

SECTION NO. 15 - RETIREMENT PROGRAM

(a) Current Members of Bargaining Unit.

Those employees who are members of this bargaining unit as of June 30, 1997 shall be entitled to the following retirement benefits:

1. Retirement Plan B-4, with attachment of the following Options: F-50 Rider (after 25 years), FAC - three years, with E-1 and E-2 options contracted by the Employer with the Michigan Municipal Employees Retirement System (MMERS), will be in force for the life of this agreement. The MMERS contract shall be kept on file in the City Clerk's office of the Employer.
2. For the term of this agreement, employee contributions to the retirement plan shall be made at the rate of 4% of gross wages. The remaining contribution required annually by said retirement plan shall be made by the Employer.

(b) Newly Hired Employees.

Those employees of this bargaining unit and who were hired on or after July 1, 1997, shall not be participants in the defined benefit plan, but shall be entitled to participate in the MMERS defined contribution plan, with the Employer's contribution to said plan to be equal to and no greater than 6% of the employee participant's gross wages.

(c) Current Employees Not Member of Bargaining Unit.

Those employees of the Employer who are not members of the bargaining unit but who are employees of the Employer as of June 30, 1997, shall, upon becoming a member of this bargaining unit after July 1, 1997, be required to become a participant in the MMERS defined contribution plan.

If, prior to becoming a member of this bargaining unit and a participant in the MMERS defined contribution plan, said employee was a participant in any defined benefit retirement plan provided by the Employer, the then present value of such employee's account within the defined benefit retirement plan shall be transferred to the MMERS defined contribution plan. Such transfer shall take place simultaneously with said employee assuming the position which enables him or her to become a member of this bargaining unit, and, as a condition of being appointed to such position, said employee shall, to the extent necessary, assist the Employer and MMERS by signing any documents required to effectuate said transfer.

(d) Defined Contribution Plan Vesting.

The Employer's contribution to the defined contribution plan for full time seniority employees referred to in sub-paragraphs b and c above, shall become vested on behalf of the employee participant in accordance with the following schedule:

- | | | |
|-----|---|-------------|
| (1) | Less than 1 year completed service: | 0% vested |
| (2) | After 1 year, but less than 2 years completed service: | 20% vested |
| (3) | After 2 years, but less than 3 years completed service: | 40% vested |
| (4) | After 3 years, but less than 4 years completed service: | 60% vested |
| (5) | After 4 years, but less than 5 years completed service: | 80% vested |
| (6) | After 5 years completed service: | 100% vested |

(e) Defined Contribution Plan - Employee Voluntary Contribution.

Employees enrolled in the Defined Contribution Plan may make voluntary contributions by payroll deduction of an amount not to exceed the contribution authorized by the MMERS plan.

Employees may change their voluntary contribution one time each contract year.

SECTION NO. 16 - LIFE INSURANCE COVERAGE

- (a) The Employer agrees to pay the full premium of term life insurance plan for each employee, face value of \$30,000 double indemnity for all Unit I supervisors and face value of \$25,000 double indemnity for all Unit II supervisors.

SECTION NO. 17 - HOSPITALIZATION - MEDICAL COVERAGE

- (a) Commencing July 1, 1991 through the term of this agreement; the Employer agrees to provide and pay the premium for Blue Care Network BCN5 with office visit co-pay \$10.00, Prescription Drug co-pay of \$10.00. Medical Coverage with Hearing Aid Rider and Dependent Children Rider for all full time employees and the employee's immediate family. The employer will reimburse the employee for the co-pay amount provided for (\$10.00 for office calls and \$10.00 for prescriptions) to the extent such co-pays are incurred by the employee and his or her immediate family (spouse and dependent children) up to a maximum of \$100.00 per employee year. Reimbursement will be made upon submission by the employee of a paid receipt indicating the name of the provider, the name of the patient, a description of the service provided, the date the service was provided, the amount of the co-pay and the fact that the co-pay amount was paid.
- (b) Each full time seniority employee may, at such employee's option, elect to purchase at the employee's cost a sponsored dependent rider on such terms and conditions and at such coverage levels as are established from time to time by Blue Care Network, the provider of such coverage. The receipt of such benefits by a seniority employee is subject to the following conditions:
1. That such sponsored dependent coverage is available.
 2. The days on which such sign up is permitted are those established by the provider or providers of such benefits.

3. On or before the day in which the employee signs up for such benefit, such employee shall pay to the City of Swartz Creek a sum equal to two (2) months premiums for said coverage.
 4. After signing up for such benefits, the employee shall thereafter pay to the city a monthly premium for such coverage as established by the provider or providers of such benefits. Said monthly premium shall be paid on or before the first day of the month following the sign up day and shall be paid on or before the first day of each month thereafter.
 5. The employee shall, in addition, be liable for and pay any other costs or expenses charged to the city by any provider in connection with the provision of such sponsored dependent rider and, upon presentation of a bill therefore, shall pay same within ten (10) days of the date thereof.
 6. If the city has not received from the employee any sum due as provided in subsections 1 through 5 above, the City Manager shall forthwith terminate such benefit for such employee and shall advise the employee of such termination. Any sums due and owing to the city as of such date, shall be paid by the employee forthwith.
- (c) The Employer shall provide, at its sole cost for all full time employees, a 75/25 Dental Plan identified as follows: Group Dental Benefit Basic Certificate 4677-1.
- (d) The employer will pay the full premium, up to a maximum of \$353.02 per month, for hospitalization and medical coverage for the retiree and his/her spouse, commencing on the date of retirement. The City recognizes "spouse" as only that person that the retiree is married to at the time of his/her retirement. The plan is to be Blue Cross, Blue Shield plan L Traditional with Master Medical, Dental Program 50/50/50 MBL \$800, Prescription Drug Program with \$10.00 co-pay PD-MAC, and Vision Program Series A-80. Such coverage will be provided for the retiree, subject to the following conditions:
- (1) Commencing on the date of retirees retirement, provided the retiree has twenty-five (25) years of service in MERS retirement plan.
 - (2) The retiree is at least fifty (50) years of age.
 - (3) in the event the retired employee becomes employed by another employer, and is eligible for medical, dental, prescription, or vision coverage, retired employee must accept such coverage in lieu of retirement coverage provided by the City of Swartz Creek. If, or when the retired employee elects to terminate this employment, he/she would again become eligible for coverage relative to this agreement and according to rules set forth pursuant to this section, or by the City's provider. If the retired employee should retire again, and medical coverage is offered, the retired employee must accept this coverage in lieu of coverage offered by the City of Swartz Creek.
- The City of Swartz Creek retains the right to verify employment and the availability of medical, prescription, dental, and vision insurance.
- (4) Retired employees may, at such retirees option and cost, purchase a family continuation or sponsored dependent rider, pursuant to terms, and at such coverage levels as are established from time to time by the Blue Care Network,

the City's insurance carrier and provider, and as long as the provider extends such coverage. Retiree agrees to adhere to availability and sign-up procedures as set forth by the provider.

- (5) In the event that a retiree's medical insurance package costs exceed the maximum allowable amount of \$353.02 set forth in the provisions of this agreement, the City agrees to pay to the provider the entire cost, provided that the following conditions are met by the retiree:
- (a) On or before the day in which retiree signs up for such benefit(s), retiree shall pay to the City of Swartz Creek a sum equal to two (2) months premium difference, difference calculated to be that amount that exceeds the City of Swartz Creek's maximum allowable amount of \$353.02, and the actual cost as set by the provider.
 - (b) After signing up for such benefits, the retiree shall thereafter pay to the City a monthly premium difference, as calculated and set forth in paragraph (5) (a) of this section, and after total costs having been determined by the provider. Monthly premium difference shall be paid on or before the first day of the month following the initial sign up, and on or before the first day of each month thereafter.
 - (c) The retiree shall, in addition to the premium difference as calculated in paragraph (5) (a) of this section, and after the maximum allowable amount of \$353.02, be liable for, and pay any other costs or expenses charged to the City by any provider in connection with this benefit, and upon presentation of a bill therefore, shall pay and remit same within ten (10) days of the date thereof.
- (6) In the event that the City has not received from the retiree any sum due as so provided in sub sections (5) (a), (b), or (c), of this section, the City Manager shall forthwith terminate the post retirement benefits outlined in section 17 (d), and further cause to notify the retiree of the benefit termination.
- (e) The Employer shall provide, at its sole cost, a medicare supplemental coverage policy for retired employees and their spouses at age sixty-two (62).

SECTION NO. 18 - WORKERS' COMPENSATION - ON THE JOB INJURY POLICY

- (a) Each employee will be covered by the applicable WORKERS' Compensation Laws. Any employee who becomes injured because of the performance of their duties, should report that injury immediately to his/her immediate supervisor. If necessary the employee should report to a physician.
- (b) If the employee suffers lost time because of the injury received at work, WORKERS' Compensation will be paid in accordance with the provisions of the Compensation Act of the State of Michigan.
- (c) In addition such employee will receive supplemental compensation equal to the difference between eighty (80%) percent of the employee's normal gross salary and the above WORKERS' Compensation. Supplemental compensation payments will normally be continued for a maximum of twenty-six (26) weeks.

- (d) Any request for extension beyond twenty-six (26) weeks may be considered a subject for a bargaining meeting.

SECTION NO. 19 - UNIFORMS

- (a) The Employer will provide to the Chief of Police, Director of Public Services, Foreman of the Public Services, Police Sergeant, and Code Enforcement Officer, and any other salaried employee required to wear a uniform, all necessary and appropriate uniforms at the Employer's expense.

SECTION NO. 20 - JURY DUTY

- (a) Employees who serve on jury duty will be paid the difference between his/her pay for jury duty and his/her regular salary.

SECTION NO. 21 - DISCHARGE AND DISCIPLINE

- (a) The concept of progressive discipline is hereby adopted to govern disciplinary action. It is understood and agreed, however, that the Employer reserves the right to suspend or discharge for serious infraction without instituting progress discipline; provided further than in such instances nothing contained herein shall operate to deprive the salaried employee of the grievance procedure.
- (b) The Employer agrees promptly upon the discharge of discipline of any salaries employee to notify in writing the Association President of the discharge or discipline.
- (c) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Association President and the Employer will make available an area where he may do so before he/she is required to leave the property of the Employer. Upon request the Employer or his designated representative will discuss the discharge or discipline with the employee and Association President.
- (d) Should the discharged or disciplined employee consider the discharge or discipline to be improper, the matter may be referred to the grievance procedure at STEP ONE.
- (e) In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than eighteen (18) months previously or impose discipline on any salaried employee for mistakes or erroneous information on his/her employment application specifically exempting therefrom any intentional misinformation regarding his/her physical or mental health. Prior to imposition of a suspension of one or more days the Employer will review the employee's past written discipline.

SECTION NO. 22 - GRIEVANCE PROCEDURE

Definition of Grievance

A grievance is defined as a disagreement, arising under and during the term of this agreement, concerning working conditions, interpretation, and application of the provisions of this agreement.

(a) Informal Grievance Procedure.

An aggrieved employee should promptly notify her/his immediate supervisor or his designee that he/she has a grievance. The employee may at his/her option discuss the matter directly with the supervisor or request the presence of the Association President for the purpose of attempting to adjust the grievance.

(b) Formal Grievance Procedure - STEP ONE.

1. If the aggrieved employee does not receive a satisfactory oral answer, or if she/he does not receive any answer at the Informal Step within three (3) working days following the day of oral presentation, the aggrieved employee may reduce the grievance to writing and submit it to the immediate supervisor or designee.
2. A grievance must be submitted in writing within fifteen (15) calendar days of the occurrence of the condition(s) giving rise to the grievance, or within fifteen (15) calendar days of the date it is reasonable to assume the employee(s) should reasonable have become aware of the conditions giving rise to the grievance, whichever is later, in order for the matter to be considered a grievance under this agreement.
3. The grievance shall be submitted on forms provided by the Association, dated, and signed by the aggrieved employee(s) and shall set forth the facts, dates, and provisions of the agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the immediate supervisor or designee shall sign and date a copy which shall be returned to the grievant and the Association President or his designee. A meeting shall be held if requested by either party.
4. The immediate supervisor or his designee shall provide a written answer to the grievant, and/or the Association President or his designee within ten (10) working days. The grievance may be appealed in writing to the next higher step of the grievance procedure within ten (10) working days after receipt of such written answer.
5. In the event the written answer of the immediate supervisor or designated representative is unacceptable to the grievant, the grievance may be appealed in writing to the next higher step of this grievance procedure. Any grievance not appealed within ten (10) working days after such answer shall be considered as forfeited by the Association.

(c) STEP TWO

1. The grievant is not satisfied with the decision of the grievance at Step One, the grievant may appeal in writing the grievance to the City

Attorney for Unit I and the City Manager for Unit II within ten (10) working days after the date of the Step One answer (See Paragraph No. 5 above).

2. Within ten (10) working days of receipt of the grievance the City Attorney-Unit I and/or the City Manager-Unit II may hold a meeting with the grievant and the Association in an attempt to resolve the alleged grievance. Only persons directly related to the disposition of the grievance shall be present at the meeting. The grievant may be represented by either the Association President or his/her designee. Representative of the Employer and the Association shall not exceed five (5) in number collectively (including the grievant).
3. Within seven (7) working days following the conclusion of such meeting(s), the City Attorney-Unit I and/or the City Manager-Unit II or his designee shall provide the grievant and the Association President or designee with a written disposition of grievance.

(d) STEP THREE

In the event of an unsatisfactory decision, the Association President may submit the grievance to arbitration within ten (10) working days following receipt of the grievance disposition received in Step Two above. Written notice to the Employer shall constitute a request for arbitration.

1. The Employer and the Association shall meet within seven (7) working days after notice of arbitration has been given for the purpose of selecting an arbitrator. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either party or both parties to provide a panel or arbitrators. The parties shall attempt to select an arbitrator from this list within ten (10) working days. If there is no selection from this list, the American Arbitration Association shall be requested to provide a second panel of arbitrators. The parties shall attempt to select an arbitrator from this list within ten (10) working days. If there is no selection from the second list, the American Arbitration Association shall appoint an arbitrator.
2. The rules of the American Arbitration Association shall apply to all arbitration hearings. The arbitrator shall be requested to issue her/his decision within thirty (30) days after the conclusion of testimony agreement, and the submission of briefs. The decision of the arbitrator will be final and binding on all parties, and judgment therein may be entered in any Court of competent jurisdiction.
3. Fees and authorized expenses of the arbitrator shall be shared equally by the Employer and the Association.
4. The arbitrator shall have no authority to add to, or subtract from, alter, change, or modify any of the provisions of this agreement.
5. The arbitrator shall not substitute her/his judgment for that of the Employer where the Employer's judgment and actions are based upon reasonable cause and do not violate the written provisions of this agreement. The arbitrator may make no award which provides the

employee compensation greater than would have resulted had there been no violation.

6. The Employer, in no event, shall be required to pay back wages for more than thirty (30) working days prior to the date the written grievance is filed. However, in the case of pay shortage (other than one resulting from miss-classification) of which the employee could not have been aware before receiving her/his pay, any adjustment shall be retroactive to the beginning of the pay period in which the shortage occurred, if the employee files her/his grievance within fifteen (15) working days after she/he becomes aware of such shortage. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned.

(e) **Restitution/Reinstatement.**

1. Should a decision be rendered at any step of the grievance procedure that the employee was unjustly discharged, demoted, suspended without reasonable and just cause, the Employer agrees to reinstate the employee to the employee's former position in effect on the day of discharge, demotion, or suspension. Computation of any back wages or benefits, if appropriate must include offsets for unemployment insurance. A decision may be rendered to reinstate the employee without back compensation or benefits.
2. Failure of the grievant to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further action or appeal. Failure of the Employer to render a decision on a grievance within the specific time limits shall permit its appeal by the grievant to the next step.
3. Steps of the grievance procedure may be waived in writing by mutual agreement of both parties. The grievant may withdraw a grievance at any step of the procedure. Grievances so withdrawn shall not be reinstated.
4. The Employer and the grievant may adjust a grievance without the involvement of the Association, provided the adjustment is not contrary to any of the provisions of this agreement, provided, the Association is notified the adjustment is not contrary to the provisions of this agreement.

SECTION NO. 23 - PROFESSIONAL MEMBERSHIP FEES

The Employer agrees to pay all annual membership fees for Unit I and Unit II supervisors; such as, City Clerks Association, Chief of Police Association, Assessor's Association, Building Officials Association, Public Works Association, Water and Waste Association, etc.

SECTION NO. 24 - TERM OF AGREEMENT

- (a) This agreement shall continue in full force and effect until the thirtieth day of June, 2000.

- (b) In the event either party wishes to terminate this agreement, or modify or amend any section or subsection hereof, then notice to the effect shall be given in writing to the other party no less than sixty (60) days prior to the date of termination of this agreement. The modification or amendment of any specific section or subsection shall not effect the remainder of this agreement.
- (c) If no notice of termination of modification is given by either party as provided for herein, then this agreement shall automatically continue in full force and effect from year to year.

SECTION NO. 25 - RESIDENCY

- (a) It is hereby agreed that residency within the City limits of the City of Swartz Creek shall be pursuant to the City Charter or State Law, whichever has precedent.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on the date and year first above written.

CITY OF SWARTZ CREEK
A Municipal Corporation

By Donna L. McCoy
Donna L. McCoy, Mayor

By Korene D. Kelly
Korene D. Kelly, City Clerk

SWARTZ CREEK CITY SUPERVISORS
ASSOCIATION

By Thomas W. O'Brien
Thomas W. O'Brien, President

By Michael R. Shumaker
Michael R. Shumaker, Bargaining Team

By Korene D. Kelly
Korene D. Kelly, Bargaining Team

APPROVED AS TO FORM:

Richard J. Figura
Richard J. Figura, City Attorney
Date 7-22-97

SWARTZ CREEK SUPERVISORS WORK CLASSIFICATIONS

CITY CLERK

GENERAL STATEMENT OF DUTIES:

- To be responsible for such requirements provided by the City Charter for the Office of City Clerk and Finance Officer.
- To be responsible for the maintenance of official city records, issuance of licenses, registration of voters, and the conduction of elections.
- To act as City Clerk to the City Council and to other Boards and Commissions.
- To be responsible for the bookkeeping and accounting function of the City of Swartz Creek.
- To supervise and/or prepare financial and other records and reports.
- To perform related work as required.

SUPERVISION RECEIVED:

Work is performed under the general direction of the City Manager.

SUPERVISION EXERCISED:

- Supervision exercised over all personnel assigned to the financial or record keeping activities of the City of Swartz Creek general office.
- The City Clerk shall be expected to exercise all supervisory authority, including, but limited to the imposition of discipline or discharge when called for, and the recommending of discipline when immediate discipline or discharge is not necessary.

TYPICAL EXAMPLES OF WORK:

An employee in this classification may be called upon to do any or all of the following: These examples do not include all of the tasks which the employee may be expected to perform, and are specifically by way of example and not exclusion.

- Prepare agendas for Council meetings, sub-committees, board and commissions.
- Attend meetings of the City Council, record minutes of the meetings and official records of all Council actions.
- Index and file official city documents, contracts, deeds, and ordinances.
- Administer Oaths of Office and sign official documents.
- Supervise the registration of voters and the conduction of elections.
- Publish election notices, issue absentee ballots, and prepare final tabulations.
- Review and issue death certificates and prepare reports.
- Consult with persons making complaints and/or requesting services, either in person or by phone and supply information as required.
- Oversee the issuance of licenses, permits, and lessees.
- Supervise the preparation of necessary advertising in connection with public hearings, ordinances, or other municipal matters.
- Maintain journals, ledgers, registers, accounts receivable and payable, and other accounting records including posting, balancing, and billing procedures.
- Coordinate the preparation of the payroll and related reports.
- Audit payroll records, withholding and employee's benefit reports.
- Coordinate the preparation of and authorize city expenditures.
- Maintain and inventory of assets, liabilities, supplies, equipment, and insurance records and claims.

Compile data and prepare all types of financial reports inclusive of water/sewer, investments, streets, etc.
Assist in the preparation of the city budget and coordinate the preparation of necessary budget reports.
Prepare correspondence, records, and reports.
Maintain the municipal code and other ordinances.
Interpret State Election Laws, ordinance provisions, and resolutions adopted by the City for the employees and the general public.
Prepare departmental budget and related reports.

DESIRABLE QUALIFICATIONS FOR EMPLOYMENT:

Graduation from a college or university of recognize standing with a degree in business administration, accounting, or public administration.
Knowledge of modern office administration practices and procedures.
Initiative and resourcefulness in handling problem situations.
Considerable knowledge of professional municipal accounting, with a thorough knowledge of modern clerical and accounting practices.

MINIMUM ACCEPTABLE EXPERIENCE AND TRAINING:

Graduation from high school.
Considerable knowledge and work experience in governmental accounting and bookkeeping.
Considerable knowledge of the legal requirements for the registration of voters, conduct of elections, issuance of permits and licenses, and custody of official city documents.
Ability to understand and carry out complex oral and written directions.
Ability to meet with and deal tactfully and effectively with public officials, employees, and the public.
Upon appointment, successful applicant must be a resident of the City of Swartz Creek within one year of date of appointment.

SWARTZ CREEK SUPERVISORS WORK CLASSIFICATIONS

CITY ASSESSOR CODE ENFORCEMENT OFFICER

GENERAL STATEMENT OF DUTIES:

- To be responsible for such requirements provided by the Swartz Creek City Charter for the Office of City Assessor.
- To supervise and perform technical work in the inspection, appraisal, and assessment of real and personal property.
- To supervise and prepare assessment rolls, records, and reports.
- To supervise and perform inspection work and permit issuance with respect to approval of plans and specifications for new construction, alterations, or additions to residential, commercial, and industrial structures.
- To supervise and perform compliance activities with respect to the zoning and building ordinances of the City of Swartz Creek.
- To perform related work as required.

SUPERVISION RECEIVED

Work is performed under the general direction of the City Manager.

SUPERVISION EXERCISED

- Supervision is exercised over personnel assigned to the assessment and/or code enforcement activities of the City of Swartz Creek.
- The City Assessor-Code Enforcement Officer shall be expected to exercise all supervisory authority, including, but not limited to, the imposition of discipline or discharge when called for, and recommending of discipline when immediate discipline or discharge is not necessary.

TYPICAL EXAMPLES OF WORK:

An employee in this classification may be called upon to do any or all of the following; these examples do not include all of the tasks which the employee may be expected to perform, and re specifically by way of example and not exclusion:

- Collect and interpret real estate data.
- Perform inspection, appraisal, recording, and verification of real and personal property assessments.
- Make field inspections for the purpose of property analysis, structural and locational value; analyze the determining factors and established property values for assessing purposes; audit and receive personal property statements.
- Conduct sales assessment ratio studies, and make decisions regarding residential and commercial property in need of reassessment.
- Supervise and prepare special assessment and assist with the preparation of tax rolls.
- Meet with taxpayers and other interested parties on evaluation complaints, explain assessment techniques in attempt to settle disputes.
- Prepare and analyze required documents, procedures, reports, correspondence.
- Prepare departmental budget and related reports.

- Inspect plans and specifications for proposed alterations, additions, or new construction of new residences, business, and industrial buildings to insure compliance with local ordinance; authorize necessary permits.
- Inspect fences, signs, swimming pools, junk cars, used car lots, and other land use and structures for compliance with local ordinance.
- Investigate complaints regarding all types of zoning and other ordinance violations pertaining to health, safety, and the general welfare of the community.
- Investigate violations of the zoning ordinance while in the field and initiate action to enforce the city ordinances and make court appearances.
- Assist and advise contractors, homeowners, and the general public in making out applications and the issuance of permits.
- Provide assistance and information to the Planning Commission regarding planning and zoning activities and related information.
- Attend the Planning Commission meetings.
- Prepare related work as required.

DESIRABLE QUALIFICATIONS FOR EMPLOYMENT:

- Graduation from a college or university of recognize standing.
- Considerable knowledge of modern office administration, practices, and procedures.
- Considerable knowledge of local zoning ordinances and knowledge of inspection techniques and enforcement of city ordinances and department utility inspections.
- Ability to show initiative and resourcefulness in handling problem situations.
- Ability to understand and work with building specifications, plans, and drawings.
- Ability to investigate complaints and violations and to take necessary action to enforce ordinances.
- Ability to inspect additions and alterations to residences, businesses, and industrial buildings to insure compliance with City Ordinances.
- Ability to prepare accurate assessment records and reports in connection with the valuation and appraisal of commercial, industrial, and residential structures.
- The ability to understand and carry out oral and written instructions.
- The ability to work effectively with the public.
- Certification by the State of Michigan as a Level III of IV Assessor.

MINIMUM REQUIREMENTS:

- Graduation from high school.
- Ability to understand and carry out complex oral and written directions.
- The ability to meet with and deal tactfully and effectively with public officials, employees, and the public.
- Work experience in construction of residential, commercial, and industrial structures.
- Certification by the State of Michigan as a Level II Assessor with certification as a Level III Assessor within a reasonable period.
- Upon appointment, successful applicant must be a resident of the City of Swartz Creek within one year of the date of appointment.

SWARTZ CREEK SUPERVISORS WORK CLASSIFICATIONS

CITY TREASURER

GENERAL STATEMENT OF DUTIES:

City Treasurer is a financial position, generally responsible for the collection and custody of municipal taxes and other revenues. The Treasurer, under the direction of the City Manager, may coordinate the preparation of city expenditures. Perform such duties as required by City Charter.

SUPERVISION RECEIVED:

The City Manager provides administrative direction to this position and appraises performance through observation, review of reports and study of audits.

The Finance Officer establishes standards and methods of accounting procedures, internal auditing and reviews the financial activities of the Treasurer.

SUPERVISION EXERCISED:

Supervision is exercised over employees engaged in collecting taxes, water and sewer utility charges and other revenues. The Treasurer is expected to exercise all supervisory authority, including, but not limited to the imposition of discipline or discharge when called for and the recommendation of discipline when immediate discipline or discharge is not necessary.

TYPICAL EXAMPLES OF WORK:

An employee in this classification may be called upon to do any or all of the following: These examples do not include all of the tasks the employee may be expected to perform, and are specifically by way of example and not exclusion:

Collect municipal revenues and serves as initial depository of all city receipts.

Maintains records of municipal funds and treasury transactions and prepares reports from these records.

Prepares monthly statements for personal property taxes and accounts receivable.

Compiles delinquent tax rolls, including computation of interest, penalty, and collection fees for the County Treasurer.

Processes delinquent tax returns from the County Treasurer and distributes funds to proper accounts.

Assist the Finance Officer with examination of expenditures, cash flow, and income projections.

Supervises or personally deposits cash in appropriate bank accounts.

Prepares and execute jeopardy tax assessments.

Provide assistance and information to the general public.

Prepare related work as required.

DESIRABLE QUALIFICATION FOR EMPLOYMENT:

Experience in governmental accounting and financial management. Graduation from a recognized college or university with major work in accounting or business administration.

MINIMUM REQUIREMENT FOR EMPLOYMENT:

Knowledge of the general principles and practices of governmental accounting.

Ability to plan, develop, and organize efficient procedures for the billing and collection of taxes, utility charges, and other revenues.

Ability to maintain financial records of some complexity and to prepare financial reports and statements.

The ability to meet and deal tactfully and effectively with public officials, employees, and the public.

Certification of good health as demonstrated by medical examination.

Graduation of high school.

Have attended college or business school with successful completion of accounting and/or business courses.

Experience in governmental accounting and/or financial activities may substitute for college classes.

Upon appointment, successful applicant must be a resident of the City of Swartz Creek within one year of the date of appointment.

SWARTZ CREEK SUPERVISORS WORK CLASSIFICATIONS

POLICE CHIEF

Responsible for the administration and supervision of employees and activities of a municipal police department, involving the continuous enforcement of laws and ordinances, the protection of life and property, and the preservation of peace within the City; and To perform related work as required.

SUPERVISION RECEIVED:

Work is performed under the direction of the City Manager.

SUPERVISION EXERCISED:

Supervision is exercised over all personnel in the Police Department. Shall be expected to exercise all supervisory authority, including, but not limited to the imposition of discipline or discharge when called for and the recommending of discipline when immediate discipline or discharge is not necessary.

TYPICAL EXAMPLES OF WORK:

An employee in this position may be called upon to do any or all of the following: These examples do not include all of the tasks which the employee may be expected to perform, and are specifically by way of example and not exclusion:

Plan, direct, and supervise the operation of a Police Department.

Develop long term plans for improving departmental procedures and obtaining more effective enforcement of law and order.

Recommend policies and actions to the City Manager and confer regarding various practices and procedures.

Supervise all projects involving traffic engineering.

Review complaints on departmental activities.

Carry on activities in the Department of good public relations, and the promotion of good will, including making public addresses and appearances, meeting and conferring with various civil groups and individuals, and other activities.

Patrol the City to prevent crime and disorder, protect life and property, direct and regulate traffic, investigate accidents, and enforce motor vehicle operation and parking regulations.

Prepare departmental budget and related reports.

Review and submit departmental purchase requisitions.

Oversee the preparation of uniform crimes statistic report and a variety of other records and correspondence related to such action.

Cooperate with State and Federal Enforcement Officers in the apprehension of suspects and criminals.

Supervise special activities, receiving special authorization as required, involving investigative work, traffic and animal control, parking restrictions, issuance of permits and other activities.

Prepare grant applications for federal support of police programs.

May operate a variety of equipment used in police investigation, supervision, and operational work.

Plan and supervise in-service training programs for subordinate personnel.

Civil and Local Disaster Director.

Perform related work as required.

DESIRABLE QUALIFICATIONS FOR EMPLOYMENT:

Graduation from a college or university of recognized standing with a degree in Police Administration.

Considerable knowledge of the economic and social structure of the community.

Considerable knowledge of the scientific methods of crime prevention and protections, the use of firearms, and of communication and automotive equipment used in modern police work.

Five years local government experience as Chief of Police.

MINIMUM ACCEPTABLE EXPERIENCE AND TRAINING:

Graduation from high school, supplemented by training in modern police science, supervision, and administration.

Several years of progressively responsible experience in command position involving various phases of law enforcement work.

Reasonable knowledge of the scientific methods of crime prevention and protection, the use of firearms and of communication and automotive equipment used in modern police work.

Minimum of three years local government experience in progressively responsible police command position.

Ability to plan, coordinate, assign, and supervise the work of subordinates engaged in a variety of activities.

Ability to effectively present information relating to departmental activities.

Ability to work effectively with other officials, employees, and the general public.

Upon appointment, successful applicant must be a resident of the City of Swartz Creek with one year of date of appointment.

SWARTZ CREEK SUPERVISORS WORK CLASSIFICATIONS

DIRECTOR OF PUBLIC SERVICES

GENERAL STATEMENT OF DUTIES:

To perform administrative duties and responsibility involved in supervising, engineering, and public services activities.

To be responsible for formulating work policies, directing or adopting plans and methods of work and supervising subordinate personnel and to perform related work as required.

SUPERVISION RECEIVED:

Work is performed under the general direction of the City Manager.

SUPERVISION EXERCISED:

Supervision is exercised over all public service employees assigned to the Department. Shall be expected to exercise all supervisory authority, including, but not limited to the imposition of discipline or discharge when called for and the recommending of discipline when immediate discipline or discharge is not necessary.

TYPICAL EXAMPLES OF WORK:

An employee in this position may be called upon to do any or all of the following: These examples do not include all of the tasks which the employee may be expected to perform, and are specifically by way of example and not exclusion.

Supervise and coordinate department operations required by the City, including preparation of designs, plans, and specifications, estimates of cost of construction for sidewalks, street improvements, pavements, sewers, water mains, water distribution system, or other services.

Initiate, direct, and coordinate public service projects including water and sewer systems, streets, parks, and cemetery.

Inspect and improve work performed on contract.

Supervise the preparation of various maps, sketches, and other graphic material for city departments.

Prepare specifications for new equipment and materials.

Answer citizens' complaints pertaining to department's activities.

Prepare correspondence, records, and reports.

Direct the maintenance of city parks, public lands, and building.

Prepares department budget and makes recommendations to the City Manager.

Organizes and plans training programs.

Review and establish safety procedures for department operations.

Perform related work as required.

DESIRABLE QUALIFICATIONS FOR EMPLOYMENT:

Graduation from a college or university of recognized standing with a degree in civil engineering.

Considerable knowledge of principal and practices of professional civil engineering, particularly as related to municipal public works and engineering activities.

MINIMUM ACCEPTABLE EXPERIENCE AND TRAINING:

Graduation from high school and completion of several years of progressively responsible experience in public service activities.

Considerable knowledge of the principals and practices of municipal public services and engineering activities.

Considerable knowledge of construction methods, materials, and equipment, particularly as related to streets, sewers, water and other public services construction and maintenance work.

Ability to plan, supervise, inspect and participate in wide variety of engineering, planning, and maintenance activities as related to the Department of Public Services.

Ability to develop plans and programs and to make decisions on matters of policy and complex problems.

Ability to organize and supervise the activities of other employees in the performance of public services construction, maintenance, and inspection activities.

Ability to work effectively with the public, public officials, and other employees.

Upon appointment, successful applicant must be a resident of the City of Swartz Creek within one year of date of appointment.

SWARTZ CREEK SUPERVISORS WORK CLASSIFICATIONS

CODE ENFORCEMENT OFFICER

STATEMENT OF DUTIES:

To perform responsible inspection work and to review and approve plans and specifications for alterations, additions, new residences, businesses, and industrial buildings to insure compliance with local zoning and building ordinances, and to perform responsible work with regard to water and sewer and other municipal utilities and to perform related interdepartmental activities regarding assessment data collection and evaluation.

SUPERVISION RECEIVED:

Work is performed under the general supervision of the City Manager or City Assessor.

SUPERVISION EXERCISED:

Supervision is exercised over personnel assigned.

Shall be expected to exercise all supervisory authority, including, but not limited to the imposition of discipline or discharge when called for and the recommending of discipline when immediate discipline or discharge is not necessary.

TYPICAL EXAMPLES OF WORK:

An employee in this classification may be called to do any or all of the following: These examples do not include all the tasks which the employee may be expected to perform, and specifically by way of example and not exclusion:

- Inspect plans and specifications for proposed alterations, additions, new residences, business and industrial buildings to insure compliance with local ordinances.
- Inspect fences, signs, swimming pools, junk yards, used car lots, and other land uses and structures for compliance of local ordinances.
- Investigate complaints received regarding all types of zoning and other ordinance violations pertaining to health, safety, and the general welfare of the city.
- Investigate violations of the Zoning Ordinance while in the field, initiate action to enforce the city ordinances and make court appearances.
- Inspect and authorize necessary permits and/or certificates regarding additions and alterations to residences, business and industrial buildings to insure compliance with local ordinances.
- Assist and advise contractors, homeowners, and the general public in making out applications and in the issuance of permits.
- Provide assistance and information to contractors and the general public regarding the city ordinances.
- Provide assistance and information to the Planning commission regarding the planning activities and related information.
- Operate various testing instruments and other equipment as required.
- Prepare periodic reports and records of inspections, complaints, and violations.
- Collect assessment data and develop required reports and products.
- Prepare reports and other information for the Planning Commission and Zoning Board of Appeals.
- Attend all meetings of the Planning Commission and Zoning Board of Appeals.

DESIRABLE QUALIFICATIONS FOR EMPLOYMENT:

Considerable knowledge of local zoning ordinances and knowledge of inspection techniques and enforcement of city ordinances and department utility inspections.
Ability to understand and work with specifications, plans, and drawings.
Ability to investigate complaints and violations and to take necessary action to enforce ordinances.
Ability to inspect additions and alterations to residences, businesses, and industrial buildings, to insure compliance of city ordinances.
Ability to prepare accurate records and reports in connection with inspection complaints and violations of city ordinances.
Ability to understand and carry out oral and written instructions.
Ability to work effectively with public, building trade constructors, and other employees.
Completion of college training in regard to construction and specifications.
Certification by State of Michigan as Level III Assessor.

MINIMUM REQUIREMENTS:

Graduation from high school.
Work experience in construction of residential structures and/or municipal utilities.
With Certification as Level II Assessor within a reasonable time.
Upon appointment, successful applicant must be a resident of the City of Swartz Creek within one year of date of application.

SWARTZ CREEK SUPERVISORS WORK CLASSIFICATIONS

POLICE SERGEANT

GENERAL STATEMENT OF DUTIES:

To supervise and perform responsible law enforcement work; to assign work to, and evaluate the work of police officers; to investigate complaints and assume command in the absence of a superior officer; and to perform related work as required.

SUPERVISION RECEIVED:

Work is performed under the general supervision of the Police Chief.

SUPERVISION EXERCISED:

Supervision is exercised over patrolmen.

Shall be expected to exercise all supervisory authority, including, but not limited to the imposition of discipline or discharge when called for and the recommending of discipline when immediate discipline or discharge is not necessary.

TYPICAL EXAMPLES OF WORK:

Assume command of the department in the absence of the Chief.

Assign, review and analyze the work performance of police officers and assure compliance with departmental rules and regulations.

Instruct officers in the performance of their duties.

Assume command at investigations or emergency situations in the absence of a superior officer.

Patrol the city to prevent crime and disorder, protect life and property, direct and regulate traffic, investigate accidents and enforce motor vehicle operation and parking regulations.

Train or assist in the training of new officers.

Obtain and preserve evidence, testify in court and otherwise assist in the prosecution of criminal cases.

Operate a short wave radio, cameras, firearms, or other equipment as required.

Review reports and investigate original and follow-up complaints.

Receive complaints from citizens and dispatch patrolmen to investigate.

Answer inquiries from the public in person or by telephone.

Act as desk sergeant at police station.

Oversee proper use and servicing of department automotive and other equipment.

Record traffic and other violations

Prepare accident reports, arrest cards and take fingerprints.

Assist in the investigation of crime and disorder.

Apply first aid and other assistance as required.

Perform related work as required.

DESIRABLE QUALIFICATIONS FOR EMPLOYMENT:

Graduation from a college or university of recognized standing with a degree in Police Administration.

Reasonable knowledge of the scientific methods of crime prevention and protection, the use of firearms and of communication and automotive equipment used in modern police work.

Minimum of three years local government experience as police officer.

Ability to instruct subordinates and assign and review their work.

Reasonable knowledge of departmental rules and regulations.

Reasonable knowledge of the geography, streets, and important locations in the City.

Reasonable knowledge of pertinent Federal, State, and local laws and ordinances.

Reasonable knowledge of the economic and social structure of the community.

Reasonable knowledge of first aid principles and skill in their application.

Ability to act in emergencies.

Ability to work effectively with the public and other employees.

Upon appointment, successful applicant must be a resident of the City of Swartz Creek within one year of date of appointment.

SWARTZ CREEK SUPERVISORS WORK CLASSIFICATIONS

FOREMAN - DEPARTMENT OF PUBLIC SERVICES

GENERAL STATEMENT OF DUTIES:

To plan and supervise work activities and personnel in the Department of Public Services.
To operate and maintain all types of power driven equipment and tools as needed.
To prepare written records and reports, and to perform related work as required.
To exercise general departmental supervision in absence of Director of Public Services.

SUPERVISION RECEIVED:

Work is performed under direction of the Director of Public Services.

SUPERVISION EXERCISED:

Supervision exercised over other Public Service Employees.
Shall be expected to exercise all supervisory authority, including, but not limited to the imposition of discipline or discharge when called for and the recommending of discipline when immediate discipline or discharge is not necessary.

TYPICAL EXAMPLES OF WORK:

An employee in this classification may be called to do any or all of the following: These examples do not include all of the tasks which the employee may be expected to perform, and are specifically by way of example and not exclusion:

Prepare work schedules.
Outline and direct work assignments of personnel.
Supervise employees engaged in construction, maintenance, and repair activities involving streets, water mains and services, park facilities, water meters, traffic lights, traffic signs, lift stations, snow and ice removal.
Evaluate personnel performance.
Answer citizens' complaints pertaining to department activities.
Train new employees in work operations.
Compile reports of Department activities and operations.
Prepare reports of work performed and time spent.
Estimate need for and order materials and supplies within requirements of City's purchasing policy.
Supervise work in progress.
To operate and maintain all types of power driven equipment and tools in case of the unavailability of hourly personnel.
Perform related work as required.

DESIRABLE QUALIFICATIONS FOR EMPLOYMENT:

Considerable knowledge of methods, materials, and equipment used in public services or related construction, maintenance repair work.
Considerable knowledge of operation of variety of automotive and power driven equipment and tools.
Ability to prepare and maintain records and reports.
Mechanical aptitude.
Physically active.

Ability to work effectively with the public and other employees.

REQUIRED QUALIFICATIONS FOR EMPLOYMENT:

Upon appointment, successful applicant must be a resident of the City of Swartz Creek within one year of date of appointment.

Appointee must possess at all times a valid motor vehicle operator's license, issued by the State of Michigan.

An employee in this classification, upon appointment, should have the equivalent of the following training and experience: Completion and graduation from a high school, or any equivalent combination of experience of training, which provides the required knowledge, skill, and abilities herein described.

Upon appointment, successful applicant must be a resident of the City of Swartz Creek within one year of day of appointment.

SWARTZ CREEK SUPERVISORS WORK CLASSIFICATIONS

DEPUTY FINANCE OFFICER

GENERAL STATEMENT OF DUTIES:

To perform the more complex and responsible bookkeeping and accounting functions; to prepare financial and other records and reports, and to perform related assignments as required. Shall act as Financial Officer in absence of Finance Officer.

DISTINGUISHING FEATURES OF THIS POSITION:

The nature of this position requires the Deputy Finance Officer to work very closely with the Chief Finance Officer and City Manager to insure that coordination of the accounting function is maintained throughout the City Departments. Shall assist in the preparation of confidential management reports and studies.

SUPERVISION RECEIVED:

Work is performed under the general supervision of the Finance Officer and City Manager.

SUPERVISION EXERCISED:

Supervision is exercised over personnel assigned.

Shall be expected to exercise all supervisory authority, including, but not limited to the imposition of discipline or discharge when called for and the recommending of discipline when immediate discipline or discharge is not necessary.

TYPICAL EXAMPLES OF WORK:

An employee in this position may be called upon to do any or all of the following: These examples do not include all of the tasks which the employee may be expected to perform, and are specifically by way of example and not exclusion.

Maintain journals, ledgers, registers, accounts receivable and payable, and other accounting records, including posting, balancing, and billing procedures.

Audit payroll records, withholding and employee benefit reports.

Compile data and prepare all types of financial reports, inclusive of water/sewer, investments, streets, etc.

Assist in the preparation of the city budget and prepare necessary budget reports.

Coordinate the preparation of the payroll and related reports.

Coordinate the preparation and payment of authorized city expenditures.

Coordinate purchase order control and preparation of bids and contracts for material and services.

Coordinate the maintenance of inventory of assets, liabilities, supplies, equipment, and insurance records and claims.

In absence of an hourly personnel, may perform related work as required.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

A thorough knowledge of modern clerical and accounting practices.

Considerable knowledge of professional municipal accounting.

Ability to understand and carry out complex oral and written directions.

Ability to prepare complex financial reports.

Ability to plan and supervise the work of others.

ACCEPTABLE EXPERIENCE AND TRAINING:

Graduation from a high school and completion of advance training in accounting and/or business municipal administration.

Considerable experience in performing responsible bookkeeping, accounting, and other related work.

Upon appointment, successful applicant must be a resident of the City of Swartz Creek within one year of date of appointment.